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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

DAVID J. WELCH and LINDA WELCH,  
husband and wife,

Plaintiffs,

v.

**CRANE CO.**, Individually and as successor-in-  
interest to CHAPMAN VALVE CO. and  
DEMING PUMPS; and  
**VELAN VALVE CORPORATION**,

Defendants.

NO.

COMPLAINT FOR PERSONAL  
INJURIES

JURY DEMAND

**I. PARTIES**

1.1 Plaintiffs David J. Welch and Linda Welch, husband and wife, reside in Sumas,  
Washington.

1.2 Defendants are corporations incorporated and with their principal places of  
business outside the State of Washington.



1 manufacturers knew and understood that their equipment would not function as intended without  
2 the asbestos-containing components or asbestos-containing insulation.

3       3.3     When Mr. Welch first arrived on the *USS Princeton*, the ship was being  
4 “recommissioned” for service, having been in mothballs since the Korean War. The *USS*  
5 *Princeton* was overhauled at Long Beach Naval Shipyard for six months before sailing to  
6 Vietnam. Like the *Carronade*, the process of cleaning and preparing the engineering equipment  
7 of the *USS Princeton* for combat required significant work, including work on valves that were  
8 designed by the manufacturers to use asbestos-containing components (gaskets, packing, and/or  
9 thermal insulation) that would wear out and have to be replaced on a routine basis. The valve  
10 manufacturers knew and understood that their equipment would not function as intended without  
11 the asbestos-containing components or asbestos-containing insulation.

12       3.4     Replacement parts, including asbestos-containing components, would be supplied  
13 by the valve manufacturers to the United States Navy or to the shipyards where Navy vessels  
14 were being serviced.

15       3.5     While serving aboard the *USS Carronade* and *USS Princeton*, Mr. Welch was  
16 exposed to asbestos-containing gaskets, packing, and thermal insulation associated with Velan  
17 valves.

18       3.6     While serving aboard the *USS Carronade* and *USS Princeton*, Mr. Welch was  
19 exposed to asbestos-containing gaskets, packing, and thermal insulation associated with Crane  
20 Co. valves.

21       3.7     As a result of his exposure to asbestos products as described above, plaintiff  
22 David Welch was diagnosed with mesothelioma in May 2021.  
23

#### IV. LIABILITY

4.1 Plaintiffs' claims against the equipment manufacturers are based upon negligence and strict product liability under Section 402A of the Restatement of Torts as adopted by the State of Washington. The liability-creating conduct of defendants consisted, inter alia, of negligent and unsafe design; failure to inspect, test, warn, instruct, monitor and/or recall; failure to substitute safe products; marketing or installing unreasonably dangerous or extra-hazardous and/or defective products; marketing or installing products not reasonably safe as designed; marketing or installing products not reasonably safe for lack of adequate warning and marketing or installing products with misrepresentations of product safety.

#### V. DAMAGES

5.1 As a proximate result of defendants' tortious conduct, plaintiff David J. Welch sustained pain, suffering and disability in an amount not now known, but which will be proven at trial. Plaintiff David J. Welch also sustained medical expenses and economic losses, in an amount to be proven at trial. Plaintiff Linda Welch has sustained loss of consortium as a result of David J. Welch's illness.

#### VI. PUNITIVE DAMAGES

6.1 Each defendant has shown a reckless and outrageous indifference to a highly unreasonable risk of harm and has acted with conscious disregard to the health, safety and welfare of David J. Welch's health by failing to substitute non-asbestos alternative components, by failing to warn of the hazards intrinsic to working with its products, or otherwise in a manner to be proven upon completion of discovery in this case.

6.2 Plaintiffs' punitive damage claims are asserted under maritime law.

1 WHEREFORE, plaintiffs pray for judgment against the defendants and each of them as  
2 follows:

- 3 1. For general and special damages specified above, including pain, suffering, loss  
4 of spousal and/or parental relationship and disability;
- 5 2. For medical and related expenses and economic loss, all of which will be proven  
6 at the time of trial;
- 7 3. For punitive damages in an amount to be determined by the jury;
- 8 4. For plaintiffs' costs and disbursements herein;
- 9 5. For prejudgment interest in the amount to be proven at trial; and
- 10 6. For such other relief as the Court deems just.

11 DATED this 14<sup>th</sup> day of March 2022.

12 BERGMAN DRAPER OSLUND UDO, PLLC

13 By /s/ Matthew P. Bergman

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**DEMAND FOR JURY TRIAL**

Plaintiffs demand trial by jury of all issues as set forth herein.

DATED this 14<sup>th</sup> day of March 2022.

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